| REQUEST FOR QUOTATION (This is NOT an Order)  This RFQ is X          |                         |   |   | is not                       | t a small business s   | et-asi                   | ide                             |                                  |                     | Page              | 1 <b>Of</b> 23                 |
|--|-------------------------|---|---|------------------------------|--|--------------------------|---------------------------------|----------------------------------|---------------------|-------------------|--------------------------------|
| 1. Request No.   |                         | ate Issued                                | 3. Requisition/Purchas  | e Rea                        | uest No.   | 4. C                     | ert For Nat D                   | ef. Under BDS                    | SA N.               | Rating            | <u> </u>                       |
| DAAE07-02-Q-T47  |                         | 002AUG16                                  | See Scl   |                              |  |                          | eg. 2 and/or D                  |                                  |                     | •                 | DOA4                           |
| 5A. Issued By  |                         |   | WECHEN  |                              |  |                          | 6. Deliver by                   | (Date)                           |                     |                   |                                |
| TACOM<br>AMSTA-LC-CJBX   |                         |   | W56HZV  |                              |  |                          |                                 | See So                           | chedule             |                   |                                |
| WARREN, MICHIGAI   | N 48397-5000            |   |   |                              |  |                          | 7. Delivery                     |                                  |                     |                   |                                |
|  |                         |   |   |                              |  |                          | X FOB Destination               | on.                              | Ot                  | her               |                                |
|  |                         |   | no.) (No collect calls)   |                              |  |                          | Destination                     | <b>711</b>                       |                     |                   |                                |
| MARILYN B. EUSEA<br>EMAIL: EUSEARYM                                  | •                       | 586)574-3969                              | 9   |                              |  |                          |                                 |                                  |                     |                   |                                |
| 8. To: Name and Ad   |                         |   |   |                              |  |                          | 9. Destination                  | n (Consignee a                   | nd addr             | ess. in           | rluding                        |
|  | ,                       | -8 F                                      |   |                              |  |                          | Zip Code)                       | ( <b></b>                        |                     | ,                 |                                |
|  |                         |   |   |                              |  |                          |                                 | See Sc                           | chedule             |                   |                                |
|  |                         |   |   |                              |  |                          |                                 |                                  |                     |                   |                                |
| 10. Please Furnish the Issuing Office in or Before Close of B (Date) | Block 5A On<br>Business | please indic<br>pay any co<br>Supplies ar | NT: This is a request for<br>cate on this form and re-<br>sts incurred in the prep-<br>re of domestic origin unlo-<br>uest for Quotation must | turn i<br>paratio<br>ess otl | t to the address in<br>on of the submissi<br>nerwise indicated b | Block<br>on of<br>by que | k 5B. This red<br>this quotatio | quest does not<br>n or to contra | commit<br>act for s | the Go<br>upplies | overnment to<br>s or services. |
|  |                         | 1   | 1. Schedule (Include app  | licabl                       | e Federal, State, a  | nd lo                    | cal taxes)                      |                                  |                     |                   |                                |
| Item Number  |                         |   | /Services   |                              | Quantity   |                          | Unit                            | Unit Pr                          | rice                |                   | Amount                         |
| (a)  |                         | (   | <b>b</b> )  |                              | (c)  |                          | (d)                             | (e)                              |                     | -                 | ( <b>f</b> )                   |
|  |                         | (See Sc                                   | rhedule)  |                              |  |                          |                                 |                                  |                     |                   |                                |
| 12. Discount For Pr  | ompt Payment            |   | a. 10 Calendar Days   |                              | o. 20 Calendar Da  | •                        | c. 30 Cale                      | endar Days                       |                     |                   | dar Days                       |
|  |                         |   | %   |                              |  | %                        |                                 | %                                | Num                 | mer               | Percentage                     |
| NOTE: Additional<br>13. Name and Addre<br>Zip Code)                  |                         |   |   | 14. 5                        | ned.<br>Signature of Person<br>Quotation                         | n Aut                    | horized to Sig                  | n                                | 15. Date            | e of Qu           | notation                       |
|  |                         |   |   |                              |  |                          | 17.0                            | ·                                |                     |                   |                                |
|  |                         |   |   | a. N                         | ame (Type or Prin  | t)                       | 16. S                           | igner                            | 1                   | b. Tele           | phone                          |
|  |                         |   |   |                              | (2)pc 01 11m   | -,                       |                                 | -                                | Area C              |                   | <del></del>                    |
|  |                         |   |   | c. Ti                        | itle (Type or Print)   | )                        |                                 |                                  | Number              | r                 |                                |
| AUTHORIZED FO  | RIOCAL DE               | PRODUCTIO                                 | N.  |                              |  |                          | Stone                           | lard Form 18                     | (Rov & C            | )5)               |                                |

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| Na | me | of | Offeror | or C | Contractor | ٠. |
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|    |    |    |         |      |            |    |

| SUPPLEMENTAL | INFORMATION |
|--------------|-------------|
|              |             |

| Regulatory Cite | Title                               | Date     |
|-----------------|-------------------------------------|----------|
| 52.204-4016     | TACOM-WARREN ELECTRONIC CONTRACTING | MAR/2001 |
| (TACOM)         | IACOM-WARREN EDECIRONIC CONTRACTING | MAR/2001 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

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# Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |            |         |
| 0001    | Supplies or Services and Prices/Costs  |          |      |            |         |
| 000177  | DDODLOGICON OUNDERFO   | 8        |      |            | <u></u> |
| 0001AA  | PRODUCTION QUANTITY  | 8        | EA   | \$         | \$      |
|         | NSN: 4810-01-313-6320  |          |      |            |         |
|         | NOUN: VALVE, LINEAR, DIRECT  |          |      |            |         |
|         | FSCM: 81833  |          |      |            |         |
|         | PART NR: 8511-050002/6 SECURITY CLASS: Unclassified  |          |      |            |         |
|         | PRON: EH284742EH PRON AMD: 01  |          |      |            |         |
|         | AMS CD: 060011   |          |      |            |         |
|         | Packaging and Marking  |          |      |            |         |
|         | PACKAGING/PACKING/SPECIFICATIONS:  |          |      |            |         |
|         | SPI AK13136320 UNIT PACK: 1 INTERMEDIATE PACK: 1   |          |      |            |         |
|         | LEVEL PRESERVATION: Military   |          |      |            |         |
|         | LEVEL PACKING: A  MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE   |          |      |            |         |
|         | WITH MILSTD 129.   |          |      |            |         |
|         |  |          |      |            |         |
|         | (End of narrative D001)  |          |      |            |         |
|         |  |          |      |            |         |
|         | Inspection and Acceptance  |          |      |            |         |
|         | INSPECTION: Origin ACCEPTANCE: Origin  |          |      |            |         |
|         | Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government   |          |      |            |         |
|         | inspection BEFORE you ship the supplies called out   |          |      |            |         |
|         | in this order. Failure to have the items inspected and accepted will result in their rejection at the  |          |      |            |         |
|         | destination. The rejected supplies will be   |          |      |            |         |
|         | returned to you at your expense.   |          |      |            |         |
|         |  |          |      |            |         |
|         | (End of narrative E001)  |          |      |            |         |
|         | Dall and an an Darfa manage  |          |      |            |         |
|         | Deliveries or Performance DOC SUPPL  |          |      |            |         |
|         | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD   |          |      |            |         |
|         | 001 W56HZV22131054 W45G19 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>  |          |      |            |         |
|         | 001 5 0150   |          |      |            |         |
|         |  |          |      |            |         |
|         | FOB POINT: Destination   |          |      |            |         |
|         | SHIP TO: PARCEL POST ADDRESS   |          |      |            |         |
|         | (W45G19) SR W390 RED RIVER MUNITIONS CTR   |          |      |            |         |
|         | HIGHWAY 82 WEST CL V GATE 44 BLDG 184  |          |      |            |         |
|         | TEXARKANA TX 75507-5000  |          |      |            |         |
|         |  |          |      |            |         |
|         | DOC SUPPL  |          |      |            |         |
|         | REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W56HZV22131055         W25G1U         J         3 |          |      |            |         |
|         | DEL REL CD QUANTITY DAYS AFTER AWARD   |          |      |            |         |
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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|         | FOB POINT: Destination   |          |      |            |        |
|         | SHIP TO: PARCEL POST ADDRESS   |          |      |            |        |
|         | (W25G1U) XU TRANSPORTATION OFFICER   |          |      |            |        |
|         | DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134   |          |      |            |        |
|         | NEW CUMBERLAND PA 17070-5001   |          |      |            |        |
|         |  |          |      |            |        |
|         | DOC SUPPL  |          |      |            |        |
|         | REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           003         W56HZV22131056         W31G1Z         J         3 |          |      |            |        |
|         | DEL REL CD QUANTITY DAYS AFTER AWARD   |          |      |            |        |
|         | 001 1 0150   |          |      |            |        |
|         | FOB POINT: Destination   |          |      |            |        |
|         | SHIP TO: PARCEL POST ADDRESS   |          |      |            |        |
|         | (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER   |          |      |            |        |
|         | TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380   |          |      |            |        |
|         | ANNISTON AL 36201-4199   |          |      |            |        |
|         |  |          |      |            |        |
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| CONTRACT | CLAUSES      |   |          |
|----------|--------------|---|----------|
| 3        | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 4        | 52.222-19    | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES                | FEB/2002 |
| 5        | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES                                | FEB/1999 |
| 6        | 52.225-13    | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES                           | JUL/2000 |
| 7        | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 8        | 52.246-1     | CONTRACTOR INSPECTION REQUIREMENTS                                  | APR/1984 |
| 9        | 52.246-2     | INSPECTION OF SUPPLIESFIXED PRICE                                   | AUG/1996 |
| 10       | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | OCT/2001 |
| 11       | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                    | MAR/1998 |
| 12       | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I | DEC/2000 |
|          |              | dated Dec 2000)   |          |
| 13       | 52.204-4006  | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED           | MAY/2000 |
|          | (TACOM)      | ACQUISITIONS AND DESIGNATION OF F.O.B. POINT                        |          |

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

14 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES JUL/2002 (TACOM)

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.

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Name of Offeror or Contractor:

- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is IN.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - (d) Submittal Procedures for ECPs/VECPs/RFDs.
    - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
    - $(2) \quad \text{Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.}$

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer petersja@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

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- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

15 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

16 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 150 days after the date of award, or, n/a days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: -3-
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

| CON | TIN  | TIA | TIO | N | <b>SHEET</b> |
|-----|------|-----|-----|---|--------------|
|     | 1117 | UA  | 110 | 1 | SHEEL        |

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| Name of | Offeror or | <b>Contractor:</b> |
|---------|------------|--------------------|
|---------|------------|--------------------|

|    | (2) | I  | WILL  | DELIVER | Α  | QUANTITY | OF | <br>UNITS | EVERY | 30 | DAYS, | BUT | I HAY | E THE | CAPABILITY | TO | DELIVER | UP | TO | A | MAXIMUM |
|----|-----|----|-------|---------|----|----------|----|-----------|-------|----|-------|-----|-------|-------|------------|----|---------|----|----|---|---------|
| )F | UNI | TS | EVERY | 30 DAY  | s. |          |    |           |       |    |       |     |       |       |            |    |         |    |    |   |         |

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

17 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN:\_\_\_\_\_.
    - \* TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - \* Offeror is an agency or instrumentality of a foreign government;
  - \* Offeror is an agency or instrumentality of a Federal Government;
  - \* Other. State basis.\_\_\_\_\_
  - (e) Type of organization.
    - \* Sole proprietorship;
    - \* Partnership;
    - \* Corporate entity (not tax-exempt):
    - \* Corporate entity (tax-exempt):
    - \* Government entity (Federal, State, or local);
    - \* Foreign government;
    - \* International organization per 26 CFR 1.6049-4;

# Reference No. of Document Being Continued Page 9 of 23 **CONTINUATION SHEET** PIIN/SIIN DAAE07-02-Q-T472 MOD/AMD Name of Offeror or Contractor: \* Other \_\_\_ (f) Common Parent. \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. \* Name and TIN of common parent: Name [End of Provision] 18 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987 (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government. (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATION PRICE ITEM QUANTITY QUOTATION TOTAL (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to requirements indicate that different quantities should be acquired.

assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's

[End of Provision]

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(1) It [ ] has [ ] has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(2) It [ ] has [ ] has not

filed all required compliance reports; and

(3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

# Reference No. of Document Being Continued Page 10 of 23 **CONTINUATION SHEET** PIIN/SIIN DAAE07-02-Q-T472 MOD/AMD Name of Offeror or Contractor: 52 222-25 AFFIRMATIVE ACTION COMPLIANCE 20 APR/1984 The offeror represents that (1) It [ ] has developed and has on file [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. [End of Provision] 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999 (a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation. (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products. (c) Certifications. (1) The Offeror certifies that-(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. (2) The Offeror certifies that the following end products are qualifying country end products: Qualifying Country End Products <u>Line Item Number</u> Country of Origin (List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

#### Nonqualifying Country End Products

| Line It | em Number | Country o | f Origin | (If | known) |
|---------|-----------|-----------|----------|-----|--------|
|         |           |           |          |     |        |
|         |           |           |          |     |        |
|         |           |           |          |     |        |
|         |           |           |          |     |        |

[End of Provision]

252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACT--BALANCE OF PAYMENTS PROGRAM

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#### Name of Offeror or Contractor:

- (1) "Components" means those articles, materials, and supplies directly incorporated into end products.
- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
- (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-
  - (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
  - (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).
  - (4) "Foreign end product" means an end product other than a domestic end product.
  - (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
  - (6) "NAFTA country end product" means an article that-
    - (i) Is wholly the growth, product, or manufacture of a NAFTA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (8) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.
  - (9) "Qualifying country end product" means-
    - (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.
- (c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product.
- (d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be

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accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

[End of Clause]

23 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS

MAR/1998

- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-
  - (1) Directly with a foreign concern as a prime contract; or
  - (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
  - (d) The Contractor warrants that-
- (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
- (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.
- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.
- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
  - (1) Consign the shipments to the appropriate-
    - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
    - (ii) Military installation; and
  - (2) Include the following information-
    - (i) Prime contract number, and delivery order if applicable;
    - $\hbox{(ii)} \quad \hbox{Number of the subcontract/purchase order for foreign supplies if applicable;}$
    - (iii) Identification of carrier;

(iv)

(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT,
DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter
VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment

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at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
- $(v) \quad \text{Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);$ 
  - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
  - (g) Preparation of customs forms.
- (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
  - (h) The Contractor agrees-
- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
  - (2) To consign the shipment as specified in paragraph (f) of this clause; and
  - (3) To mark the exterior of all package as follows:
    - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
    - (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;
  - (5) Foreign supplier's name and address;
  - (6) Number of the subcontract/purchase order for eligible end products;
  - (7) Total dollar value of the subcontract for eligible end products:

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- (8) Expiration date of the subcontract for eligible end products;
- (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
  - (11) The scheduled delivery date(s).

[End of Clause]

- 24 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002
- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
  - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.

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#### Name of Offeror or Contractor:

- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

25 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE (TACOM)

MAY/2000

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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#### Name of Offeror or Contractor:

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

26 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM)

- (a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_\_
- (b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:\_\_\_\_\_
  - (c) Provide your CAGE (Contractor And Government Entity) code here:

[End of Provision]

27 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

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28 52.211-4010 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS FEB/1995
(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

29 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

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30 52.213-4007 QUOTER REPRESENTATIONS (REQUEST FO

QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS)

FEB/1998

(a) As part of this quotation, we represent as the quoter that we--

[ ] Do [ ] Do Not

(TACOM)

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

31 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR JUL/2001 (TACOM) QUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. You must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

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Note: Please select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM before the due date for quotations. Contact the buyer identified in Block 5(b) of the SF18 Request for Quotation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

32 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

33 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

34 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

DEC/1993

- (a) Definitions.
- (1) <u>Class I Ozone-Depleting Substances (CIODS)</u> refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - (i) chlorofluorocarbon-11 (CFC-11)
  - (ii) chlorofluorocarbon-12 (CFC-12)
  - (iii) chlorofluorocarbon-13 (CFC-13)
  - (iv) chlorofluorocarbon-111 (CFC-111)
  - (v) chlorofluorocarbon-112 (CFC-112)
  - (vi) chlorofluorocarbon-113 (CFC-113)

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| (vii)   | chlorofluorocarbon-114 (CFC-114)  |
|---------|---|
| (viii)  | chlorofluorocarbon-115 (CFC-115)  |
| (ix)    | chlorofluorocarbon-211 (CFC-211)  |
| (x)     | chlorofluorocarbon-212 (CFC-212)  |
| (xi)    | chlorofluorocarbon-213 (CFC-213)  |
| (xii)   | chlorofluorocarbon-214 (CFC-214)  |
| (xiii)  | chlorofluorocarbon-215 (CFC-215)  |
| (xiv)   | chlorofluorocarbon-216 (CFC-216)  |
| (xv)    | chlorofluorocarbon-217 (CFC-217)  |
| (xvi)   | halon-1211  |
| (xvii)  | halon-1301  |
| (xviii) | halon-2402  |
| (xix)   | carbon tetrachloride  |
| (xx)    | methyl chloroform   |
| (xxi)   | Methyl bromide  |
| (xxii)  | hydrobromofluorocarbons (HBFCs)   |
| (xxiii) | All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which |
|         | is an isomer of methyl chloroform.  |

- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:

| (1) | Du | ring | g our | review | of | the | specification | or | technical | data | package | in | this | solicitation, | we |
|-----|----|------|-------|--------|----|-----|---------------|----|-----------|------|---------|----|------|---------------|----|
|     |    |      |       |        |    |     |               |    |           |      |         |    |      |               |    |
|     | [  | ]    | have  |        |    |     |               |    |           |      |         |    |      |               |    |
|     | [  | ]    | have  | not    |    |     |               |    |           |      |         |    |      |               |    |

Spec/Standard

[ ] have [ ] have not

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Required CIODS

|     |          |      |     |        |    |     |               | _  |           |      |         |    |      |               |    |
|-----|----------|------|-----|--------|----|-----|---------------|----|-----------|------|---------|----|------|---------------|----|
| (2) | Further, | in o | our | review | of | the | specification | or | technical | data | package | in | this | solicitation, | we |

Substitute

Available?

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the

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specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| Spec/Standard | Required CIODS | Substitute<br><u>Available?</u> |
|---------------|----------------|---------------------------------|
|               |                |                                 |

- (e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
  - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- -- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.
- (g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

35 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR / 2002

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- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

36 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-

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MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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| LIST OF ATTACHMEN | NTS                     |                              |               |                        |
| List of           |                         |                              |               | Number                 |
| Addenda           |                         | Title                        | Dateo         | f Pages Transmitted By |
| Attachment 001    | SPECIAL PKG SHEETS AK13 | 136320                       |               |                        |